

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

SUNQUEST PROPERTIES, INC.
AND CARRIAGE HOUSE APARTMENTS PARTNERSHIP

PLAINTIFFS

V.

CIVIL ACTION NO. 1:08cv687-LTS-RHW

NATIONWIDE PROPERTY AND CASUALTY COMPANY
AND JOHN DOES 1-5

DEFENDANTS

ORDER

It is unnecessary to recite the entire procedural history of this cause of action as it pertains to the appraisal process. The most recent relevant order on this subject [245] appointed an umpire and established a deadline for the appraisal to be completed. That deadline has expired.

The Court has received correspondence from the umpire indicating that there is no agreement by two members of the appraisal panel as to the amount of damages sustained from all causes by the insured property during Hurricane Katrina. For the purposes of a complete record, the pertinent documents submitted by the umpire are attached to this order.

The subject insurance policy contains the following provisions:

E. PROPERTY LOSS CONDITIONS

* * *

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. *If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. . . .*

Because there is not agreement by any two members of the appraisal panel, this Court determines that the appraisal process is complete and there is no binding appraisal. This cause of action will not be delayed further, and shall proceed in a manner consistent with the Text Only Order entered on March 4, 2010.

SO ORDERED this the 30th day of March, 2010.

s/ L. T. Senter, Jr.
L. T. SENTER, JR.
SENIOR JUDGE